

2

LINDELL BANK & TRUST COMPANY

The Bank of Personal Service

Member FDIC

6900 CLAYTON AVENUE
314 / 645-7700

2745 NO. GRAND BLVD.
314 / 652-6600

3921 HAMPTON AVENUE
314 / 752-3400

Reply to:
P.O. BOX 211
ST. LOUIS, MO
63166-0211

May 19, 1995

Interstate Commerce Commission
Attn: Janice Fort
12th & Constitutional Avenue N.W.
Room 2311
Washington, D.C. 20423

Re: Southern Illinois Railcar

Dear Ms. Fort:

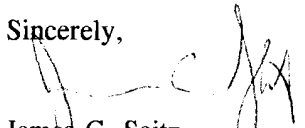
On December 23, 1994 we executed a loan to Southern Illinois Railcar secured by a Security Agreement on four railcars. In order to record our lien I am sending you the following:

- Notarized copy of the Security Agreement dated December 23, 1994. - 2 copies \$21.00
- Notarized copy of the Certification and Bill of Sale between Pioneer Railroad Equipment Co. and Southern Illinois Railcar dated January 10, 1995 - 2 copies \$21.00
- Check for \$42.00 to cover the cost of recording.

Please acknowledge receipt of these documents by signing the enclosed copy of this letter and returning it to me in the envelope provided, along with the recording information for this filing.

Thank you for your assistance in this filing. If you have any questions or require additional information, please call me at (314) 645-7700.

Sincerely,


James C. Seitz
Executive Vice President

JCS/ck
Enclosures

Receipt of this letter is hereby acknowledged, and its contents accepted.

By: _____

Date: _____



Interstate Commerce Commission
Washington, D.C. 20423-0001

5/26/95

Office Of The Secretary

James C. Seitz
Executive Vice President
Lindell Bank & Trust Company
P. O. Box 211
St. Louis, Mo., 63166-0211

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/26/95 at 2:55PM, and assigned recordation number(s). 19440. 19441 and 17924-E.

Sincerely yours,

Vernon A. Williams
Vernon A. Williams
Secretary

Enclosure(s)

\$ 63.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

James C. Seitz

SOUTHERN ILLINOIS RAILCAR
ONE MARK TWAIN PLAZA SUITE 225
EDWARDSVILLE, IL 62025

LINDELL BANK & TRUST COMPANY
6900 CLAYTON AVENUE
ST. LOUIS, MO 63139

TAXPAYER I.D. NUMBER : -

DEBTOR'S NAME, ADDRESS AND SSN OR TIN
("I" means each Debtor who signs.)

SECURED PARTY'S NAME AND ADDRESS
("You" means the Secured Party, its successors and assigns.)

I am entering into this security agreement with you on DECEMBER 23, 1994 (date).

SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) ☐ I ☒ (name) SOUTHERN ILLINOIS RAILCAR

owe(s) to you now or in the future:

(Check one below):

☒ Specific Debt(s). The debt(s), liability or obligations evidenced by (describe): ONE NEGOTIABLE PROMISSORY NOTE

DATED DECEMBER 23, 1994 IN THE AMOUNT OF \$48,000.00 and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.

☐ All Debt(s). Except in those cases listed in the "LIMITATIONS" paragraph on page 2, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).

Security Interest. To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and products from the property.

☐ Inventory: All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☐ Equipment: All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

☐ Farm Products: All farm products including, but not limited to:
(a) all poultry and livestock and their young, along with their products, produce and replacements;
(b) all crops, annual or perennial, and all products of the crops; and
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights I have now and that I may have in the future to the payment of money including, but not limited to:
(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

☐ General Intangibles: All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☐ Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

☒ The secured property includes, but is not limited by, the following: FOUR RAILCARS: ATSF 301501, ATSF 301515, ATSF 301580, ATSF 301595

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

I am a(n) ☐ individual ☐ partnership ☒ corporation

☐ If checked, file this agreement in the real estate records.

Record Owner (if not me):

I AGREE TO THE TERMS SET OUT ON BOTH PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I have received a copy of this document on today's date.

SOUTHERN ILLINOIS RAILCAR

(Debtor's Name)

By:

FRED L. PARSONS

The property will be used for ☐ personal ☒ business

☐ agricultural ☐ reasons.

LINDELL BANK & TRUST COMPANY

(Secured Party's Name)

By:

JAMES C. SEITZ

Title: ITS PRESIDENT

Sworn and subscribed before me this date.

By:

JEAN CAPRIGLIONE
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS CITY

Title: EXECUTIVE VICE PRESIDENT

Title: MY COMMISSION EXP. FEB. 22, 1995